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August 26, 1998

ORIGINAL

Mrs. Blanca S. Bayo
Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

RE: Docket No. 980281-TP

Dear Mrs. Bayo:

Enclosed are an original and fifteen copies of BellSouth Telecommunications, Inc.'s Brief of the Evidence. Please file this in the captioned docket.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served on the parties shown on the attached Certificate of Service.

Sincerely,

J. Phillip Carver (KR)

J. Phillip Carver

ACK
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Enclosures

cc: All Parties of Record
A. M. Lombardo
R. G. Beatty
W. J. Ellenberg (w/o enclosures)

CERTIFICATE OF SERVICE
Docket No. 980281-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via Federal Express this 26th day of August, 1998 to the following:

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J. Phillip Carver (KR)
J. Phillip Carver

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

ORIGINAL

In re: Complaint of MCI Metro Access Transmission Services, Inc. against BellSouth Telecommunications, Inc. for breach of approved interconnection agreement	)	Docket No. 980281-TP Filed: August 26, 1998

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STATEMENT OF THE CASE

On February 9, 1996, the Telecommunications Act of 1996 (the "Act") became law. The Act required interconnection negotiations between local exchange carriers and new entrants. Parties that could not reach a satisfactory resolution to their negotiations were entitled to seek arbitration of the unresolved issues by the appropriate state commission. 47 U.S.C. §252(b)(1). For MCI Metro Access Transmission Services, Inc. ("MCI") the Florida Public Service Commission (the "Commission") arbitrated issues between BellSouth and MCI. In connection with this arbitration, the Commission has issued Order No. PSC-96-1579-FOF-TP (the Final Order on Arbitration), No. PSC-96-1579A-FOF-TP (Amendatory Order), No. PSC-97-0298-FOF-TP (Final Order on Reconsiderations and Amending Order), No. PSC-97-0309-FOF-TP (Final Order Approving Arbitration), No. PSC-97-0602-FOF-TP (Order on Agreement), No. PSC-98-0604-FOF-TP (Final Order on Arbitration), No. PSC-98-0810-FOF-TP (Final Order) and No. PSC-98-0844-FOF-TP (Order on Reconsideration).

On February 23, 1998, MCI filed a Complaint against BellSouth with the Commission for resolution of disputes as to the implementation and interpretation of the interconnection agreement. The formal hearing on this matter took place on August 5, 1998. BellSouth submitted the direct and rebuttal testimony of Jerry Hendrix, W. Keith Milner and William N. Stacy. The hearing produced a transcript of 515 pages and 22 exhibits.

This Brief of Evidence is submitted in accordance with the post-hearing procedures of Rule 25-22.056, Florida Administrative Code. A summary of BellSouth's positions on each of the issues to be resolved in this docket is delineated in the following pages and marked with an asterisk.

STATEMENT OF BASIC POSITION

On June 19, 1997, the Florida Public Service Commission ("Commission") approved the interconnection agreement ("agreement" or "contract") between BellSouth and MCI. Since that time, BellSouth has complied fully with the interconnection agreement, and has worked diligently and in good faith to provide to MCI the tools necessary to enter the local market. MCI has responded to BellSouth's best efforts with continual expressions of dissatisfaction with almost everything that has been provided to it. Although some of MCI's past grievances have raised colorable issues that BellSouth has addressed, other complaints have bordered on the truly frivolous. MCI continues on the same tact in the instant proceeding. For example, MCI has made the claim that BellSouth has breached the contract with MCI, yet MCI has devoted much of its testimony to a plethora of random complaints regarding Operational Support Systems ("OSS") and interconnection in general, most of which would appear to have little or nothing to do with the contractual disputes that are actually at issue. Similarly, MCI has devoted much testimony to rendering its slanted version of the communications between the parties since the execution of the agreement last year. Still, it is difficult at times to garner from MCI's complaint and testimony precisely what it is now claiming it is entitled to receive under the contract, and why it believes that BellSouth has failed to satisfy the pertinent contractual provisions.

Putting aside the volume (and occasional vagary) of MCI's complaints, the nexus of this case remains MCI's allegation that BellSouth has breached the agreement in thirteen different instances, and it is this allegation that MCI has the burden of proving if it is to prevail.

However, upon even a cursory examination of the evidence in this case, it is plain to see that MCI has failed utterly to sustain its burden. In some instances, MCI demands the performance by BellSouth of actions that are not addressed in the contract and were not contemplated by the parties when the contract was signed (e.g., Issue one, access to OSS systems). MCI also demands the performance of alleged specific obligations that are not encompassed within the general language of the contract that MCI cites as support (Issue 9, network blockage reporting). Finally, and inexplicably, MCI demands other actions by BellSouth that (the question of whether these actions are required by the contract aside) have already been performed by BellSouth (Issue 10, local tandem interconnection). What MCI has failed to do is raise a single demand that is supported by the language of the contract, and which BellSouth has failed to satisfy. Instead, MCI appears to have adopted the strategem that, if it complains about everything BellSouth does (or has done), maybe it can convince this Commission that something must be wrong. When one focuses upon the language of the contract, however, it becomes clear that MCI simply has no case. For this reason, MCI's complaint must fail, and the Commission should enter an order finding that BellSouth has not breached the contract in any way.

STATEMENT OF POSITIONS ON THE ISSUES

Issue 1: Has BellSouth provided MCImetro with information about BellSouth's OSS and related databases in compliance with the Telecommunications Act of 1996 and the parties' Interconnection Agreement? If no, what action, if any, should the Commission take?

**Position: Yes. Appropriate OSS materials, updates, and training have been provided to MCI. MCI is not entitled, as it claims, to have unfettered access to all BellSouth OSS systems. No action need be taken by the Commission.

In count one of its Complaint, MCI demands to review "a detailed list of all OSS systems that BellSouth uses, all technical specifications for every one of these systems, including but not limited to information explaining what functions the system performs, how the system performs those functions, what databases and other systems it interacts with and whether an interface can be built to the system; . . . " (MCI Complaint, p. 7, par. 18). At the same time, MCI also demands a detailed listing of each of the databases that are used by BellSouth's OSS systems and, for each, information comparable to that noted-above for the OSS systems. (Id.). MCI demands access to a massive amount of information that relates to virtually every aspect of BellSouth's business. According to BellSouth's witness, William Stacy, MCI's demand would require providing information regarding over 400 OSS systems. (Ex. 10 (Stacy Deposition, Part 1), p. 22). Further, to provide the information at the requested detail for just one system (SOCS) would require "literally hundreds of thousands of pages". (Id.). Mr. Stacy further testified that BellSouth has already made available to MCI a summary of every system that is utilized to perform the five functions for which there must be parity (Id.).

Obviously, MCI does not consider this full disclosure of the relevant information to be adequate. Instead, it contends that it must have access to all of BellSouth's OSS systems. As BellSouth witness Stacy testified, this would require giving MCI not only a massive volume of information, but information that is, in the main, proprietary. (Tr. p. 395). Mr. Stacy testified

that BellSouth's systems represent the intellectual property of BellSouth that the company has designed for its own use. These systems are not publicly disclosed. It is, at least in part, for this reason that the systems are so valuable. BellSouth has invested "millions of dollars" to develop these systems. (Tr. p. 396). Yet MCI wishes to obtain this information for free, and hopes to accomplish this through this proceeding.

Perhaps the most astounding aspect of MCI's demand is not the voluminous nature of the information that it seeks, nor the fact that it seeks valuable proprietary information for free, but rather the fact that it makes these demands without any basis in the contract itself. MCI admits that the contract contains no express provision that MCI is entitled to this information. (Tr. p. 65; Ex. 3 (Deposition of Ronald Martinez), p. 9)). Further, Mr. Martinez, stated that at the time the contract was negotiated, MCI did not contemplate it would have access to this information (Tr. p. 66). It was only at some later date that MCI decided that it had a need for the subject information. (Id.). Therefore, MCI cites in support of its demand for this information nothing beyond the general provisions of the contract that state that OSS systems are to be offered at parity. (Tr. pp. 11-13). That is, MCI contends that parity with BellSouth can only be demonstrated if it is provided with this massive amount of sensitive information that it only decided at the same time after the execution of the contract that it wanted.

In light of the foregoing, MCI does not claim that it is entitled to this information under the terms of the contract. Instead, MCI argues that it should be given the OSS information to assure itself that BellSouth is complying with the parity provisions. As Mr. Stacy stated, however, this is not the role of MCI. Instead, it is for this Commission to determine whether BellSouth is providing parity in the OSS systems that are made available to

new entrants, and BellSouth has cooperated fully in the efforts of this Commission to make that determination. As Mr. Stacy stated, "MCImetro appears to want to take on the job that this Commission . . . is charged with, interpreting the requirements of the law." (Tr. p. 347).

MCI's desire to police BellSouth's provision of nondiscriminatory access is especially inappropriate because this Commission has already performed the role that MCI now attempts to usurp, and in doing so, has specified criteria that differs from what MCI demands. Specifically, this Commission ruled in the context of BellSouth's 271 application, that "performance standards and measurements are the avenue by which the existence of nondiscrimination or parity will be established and monitored." (Order No. PSC-97-1459-FOF-TL, p. 177). Thus, this Commission has determined that the appropriate way to judge parity is by these measurements, and it is only parity to which MCI is entitled. Again, MCI has no basis to claim any direct contractual entitlement to the voluminous OSS system information it seeks. Instead, MCI could only succeed in its claim if this Commission were to find that to allow MCI to place itself in the role of the judge of parity--and, in that role, to demand a burdensome production by BellSouth of valuable proprietary information--is the only way to ensure the existence of parity. Based on the above-quoted language of the Order, this Commission has already found a better way to ensure parity. Accordingly, MCI's claim on count one must fail.

Issue 2: Has BellSouth provided MCImetro with the Street Address Guide (SAG) data in compliance with the Telecommunications Act of 1996 and the parties' Interconnection Agreement? If no, what action, if any, should the Commission take?

**Position: Yes, BellSouth has made the information in the SAG available to MCI via LENS and EC-Lite. BellSouth is not required by the contract to perform a "download of the SAG data". No action need be taken by the Commission.

MCI contends (in this instance based upon the language of the contract) that it is entitled to an initial download and continuing updates by download of the entire RSAG (Regional Street Address Guide) database, which can be used to perform address validations. MCI witness Ronald Martinez[1], stated in his prefiled direct testimony that MCI's contention is based upon the language of the agreement in Attachment VIII, Section 2.1.3.1 and Subsection 2.3.2.5 (Tr. pp. 17-18). A review of these provisions of the contract, however, reveal that they make no reference whatsoever to a "download" of RSAG data. Instead, they state only that RSAG data will be provided "in electronic form". At the same time, BellSouth currently makes this information available by way of lens interface (Tr. p. 285), and both MCI witnesses admitted that this lens interface is an electronic form of provision. (Ex. 3, p. 20; Ex. 8, p. 29). Thus, BellSouth is complying with the clear requirement of the language of the contract.

Nevertheless, Mr. Martinez contended that this particular language did not refer to access by lens but rather to a download of data, either electronically or by magnetic tape (Tr. pp. 82-83). Mr. Martinez also stated that provision of this information by magnetic tape would not be provision in an electronic form. (Tr. p. 83). Thus, MCI's position appears to be that the requirement that the information be provided in electronic form cannot be satisfied by electronic access, but only by a download, even one that is not electronic.

[1] Although two witnesses appeared on behalf of MCI, only Mr. Martinez offered testimony as to which portions of the Agreement allegedly support MCI's claims.

One might question why, if MCI were correct on this point the contract did not simply provide for a download. When asked this question, Mr. Martinez stated that the summary chart attached to Section VIII provides the operative language. (Tr. p. 85). Of course, a review of this chart shows that it also makes no reference to a download. (Exhibit 2, Interconection Agreement, § VIII, p. 93). Instead, it simply states that the information shall be provided "one time only". Mr. Martinez contends that this language was included to indicate a download, since a download would be a one time event. (Tr. p. 86). At the same time, however, Mr. Martinez testified that MCI's demand was not for a "one time only" download. Instead, MCI demands that the information be downloaded initially, and then periodically updated by download. (Tr. pp. 88-89). Thus, MCI would appear to premise its entire argument that it is entitled to a download on language in a summary chart referring to a "one time only" event, even though a one time event would not satisfy MCI's demand.

MCI's implausible reading of the contract notwithstanding, the operative language of the contract is very simple. It provides only that the information will be provided to MCI in electronic form. It is undisputed that BellSouth has made the information available in an electronic form, i.e., via lens interface. Thus, BellSouth has complied with the clear, and only, requirement of this portion of the contract.

Moreover, there is no dispute as to whether or not MCI will obtain this information. As Mr. Stacy explained at the time of the hearing, the Georgia Public Service Commission has ordered BellSouth to provide a download of RSAG in the context of its OSS dockets. (Tr. p. 347). Mr. Stacy also testified that, given the manner in which the information is retained, BellSouth will provide a download of the RSAG data for Georgia and for every other

state in the region, including Florida. (Id.). At the same time, the Georgia Commission has created a mechanism for BellSouth to recover the cost of implementing the requirements of the OSS Order. (Id.). This mechanism will allow the parties to attempt to negotiate the cost of the download, which would be paid by MCI.[2] Thus, Mr. Stacy offered the opinion that this claim is essentially moot. (Id.). MCI witness, Ronald Martinez, however, disagreed. He acknowledged that MCI is pursuing this claim in Florida because, if it could prove the download is required by the contract, then it would be able to obtain this download without paying the cost (Tr. p. 79). Thus, whether or not MCI obtains this information is not the ultimate issue; the issue is whether MCI will be able to obtain the information at no cost, and effectively shift the entire cost of provision to BellSouth. As stated above, the agreement provides no basis for MCI to do so.

Issue 3: Has BellSouth provided MCImetro with the due date calculation for a service order request from a customer in compliance with the Telecommunications Act of 1996 and the parties' Interconnection Agreement? If no, what action, if any should the Commission take?

**Position: Yes. BellSouth has provided MCI with access to due date information and functions in substantially the same time and manner as BellSouth's access for its retail customers. No action need be taken by the Commission.

[2] The Georgia Commission has not found that BellSouth is required to download the RSAG under the terms of the contract. In fact, the Georgia Commission has not yet ruled upon the Complaint of MCI in which this contention is advanced.

MCI contends that BellSouth has breached various provisions of the interconnection agreement by failing to provide parity to MCI with respect to the determination of installation due dates. (Tr. p. 19). Specifically, MCI contends that the Local Exchange Navigation System ("LENS") does not give MCI the same ability to calculate due dates as the Regional Navigation System ("RNS") provides to BellSouth, and that RNS allows BellSouth representatives to access a calendar of available dates that MCI cannot access. (Tr. p. 169). MCI also complains that it cannot expedite its orders in the same manner as BellSouth. MCI's allegations are unfounded. As the evidence in this proceeding made clear, BellSouth is providing parity to MCI and all other ALECs with respect to its Operations Support Systems ("OSS"), and thus the Commission should deny the relief sought in this issue.

MCI's allegations with respect to due date calculations do not accurately reflect the BellSouth ordering process and the information provided to ALECs by the LENS system. All necessary due date affecting information has been provided to ALECs in the LENS system. (Tr. p. 297). In fact, the due date intervals in LENS and EC-LITE have the same level of certainty as the due dates obtained through RNS or Direct Order Entry ("DOE"). (Tr. pp. 291-292). BellSouth has provided MCI the information necessary for MCI to provide service to its customers in substantially the same time and manner as BellSouth retail operations. BellSouth should not be blamed for MCI's failure to implement the information into its own systems in a manner it finds workable.

MCI has several specific complaints, each of which is unfounded. First, MCI complains that an MCI representative using the LENS inquiry mode must calculate a due date for the MCI customer while RNS calculates the first available due date for the BellSouth representative. (Tr.

pp. 168-170). It is important to note at the outset that MCI's complaints about due date calculation involve an issue that rarely represents a practical problem. The only time a due date calculation using an installation calendar is necessary is for orders that require a premise visit. (Tr. p. 290). Relatively few orders require a premise visit. (Id.). All other due dates are stated as standard "business rule" intervals, which have been provided to MCI. (Tr. p. 335). Mr. Green admitted that MCI does not need to calculate due dates for switch-as-is orders or orders where the customer is adding or changing features. (Tr. p. 248).

MCI also claims it only has the capability to see an interval calendar that can be used only to calculate manually a due date by taking into account when the office is closed, installation intervals and normal working days. (Tr. p. 170). The "problem" that MCI experiences with respect to due date calculation arises from the fact that MCI has not developed a table in its systems to perform the calculation that RNS performs for the BellSouth representatives. Nevertheless, MCI ignores that RNS performs the due date "calculation" using the same installation calendar information provided to MCI through LENS. (Tr. pp. 293-297). MCI's Complaint rings hollow because MCI does not dispute that it has all of the information from BellSouth necessary to calculate due dates, it has simply elected not to use that information to do its own calculation. (Tr. p. 246). For example, if an order does not require a premise visit, the due date is controlled by standard intervals which have been provided to MCI for MCI to build into its system. (Tr. pp. 290 and 293-297). Intervals for those orders are determined by standard "business rules" that have been provided to ALECs through industry letters and the BellSouth Standard Interval Guide. (Tr. p. 290). RNS, which is a BellSouth sales and marketing tool that includes preordering and ordering functions, has a table in it that

applies the standard intervals to the order automatically so that a date is provided to the customer service representative. (Tr. pp. 291 and 293). MCI has all of the standard intervals and an interval calendar through LENS - it need only build a table into its systems if it desires the system to calculate a due date for it. (Tr. pp. 293-297). The Act and the Interconnection Agreement only require parity of access to the information; development of marketing and sales tools must be developed by MCI itself. MCI is free to produce the same effect that BellSouth does. (Tr. p. 370).

Finally, MCI contends that BellSouth has not provided parity in its OSS because MCI representatives using the Electronic Data Interchange ("EDI") for ordering must obtain due date information through the inquiry mode of LENS. (Tr. p. 200). This contention is incorrect. First, it is noteworthy that MCI is not using any preordering interface in Florida at this time, even though BellSouth had made three preordering interfaces available. (Tr. p. 230). Second, the information necessary to enable an ALEC to calculate a due date is available in the inquiry mode of LENS as discussed above. (Tr. pp. 368-369). If a BellSouth service representative using RNS or DOE needs to inquire about available due dates without building a complete service order, the representative views the same installation calendar provided to MCI via LENS. (Tr. p. 293). Third, BellSouth is currently in the process of updating LENS to provide a due date calculation. (Tr. pp. 347-348).

BellSouth's retail systems, as well as the ALEC interfaces, access and utilize the Direct Order Entry Support Application Program ("DSAP") data base in determining due dates. (Tr. pp. 291-292). This data base contains information from each work management center, showing what days the center is open to receive orders from ALECs and BellSouth retail

representatives. Information on closed dates is loaded into DSAP, which is then available for BellSouth and ALECs alike. On-line access to DSAP (such as through LENS) is the most current information about due date availability. Both ALECs and BellSouth retail units have on-line access to the same DSAP information. (Tr. pp. 291-293).

MCI also alleges in its Complaint that it is not able to expedite its orders in the same manner as BellSouth. This allegation is another misrepresentation of BellSouth's internal systems. When a BellSouth customer requests expedited service, the BellSouth representative transfers the customer to a representative expressly designated to handle expedited requests. (Tr. p. 336). The designated representative then makes the necessary calls to determine if expedited service is possible. (Id.). MCI has the same ability to request expedited service through the LCSC, provided that MCI wants to designate representatives to handle such special requests. If MCI elects not to do so, that is a business decision for MCI having nothing to do with BellSouth. (Id.). BellSouth does not provide itself with any access to expedited service that it does not provide to MCI.

BellSouth is providing MCI parity with respect to due date calculations and expedited orders. Thus, it is in compliance with both the Interconnection Agreement and the Commission should deny the relief sought in this issue.

Issue 4: Has BellSouth provided MCImetro with access to telephone numbers and telephone number information in compliance with the Telecommunications Act of 1996 and the parties' Interconnection Agreement? If no, what action, if any, should the Commission take?

**Position: Yes. BellSouth has provided MCI with telephone numbers and associated information in substantially the same time and manner as BellSouth's access for its retail customers. No action need be taken by the Commission.

MCI alleges that BellSouth has breached the interconnection agreement with respect to providing access to telephone numbers and telephone number information. (Tr. p. 20). MCI appears to have two complaints in this area. First, MCI complains that is cannot reserve the same number of telephone numbers per order as BellSouth. Second, MCI complains that it is not provided the same NXX information that is provided to a BellSouth representative. (Tr. p. 174).

BellSouth uses RNS (for residential customers) and DOE (for business customers) to select telephone numbers. Using RNS or DOE, the BellSouth service representative sends an inquiry to, and receives a response from, the application for Telephone Number Load Administration and Selection ("ATLAS") database. (Tr. p. 298). Using LENS, MCI can send an inquiry to, and receive a response from, ATLAS. ATLAS provides telephone number information without regard to whether the request originates from MCI or from BellSouth. All telephone number inventory management functions are performed by ATLAS. (Tr. p. 299).

Using RNS and DOE, BellSouth may reserve up to 25 telephone numbers. (Tr. p. 300). Using LENS, MCI can reserve an unlimited number of telephone numbers by reserving six numbers at a time for an unlimited number of times per session. (Tr. p. 338)[3]. MCI cannot guarantee that those numbers would be in sequence, but neither can RNS or DOE. (Exhibit 12, pp. 82-83).

[3] A session occurs when a representative is obtaining information for a particular customer. (Exhibit 12, p. 82).

MCI, when using LENS for telephone number reservations, can view the available NXX codes just as BellSouth can using RNS or DOE. All three of these systems access the same database, ATLAS. (Tr. p. 338). Further, the NXX codes associated with each central office are found in the Local Exchange Routing Guide ("LERG") available from BellCore. (Tr. p. 302). BellSouth periodically loads RNS and DOE with the LERG. (Exhibit 12, p. 83). The available NXXs per wire center are provided by BellCore electronically in a database format on a diskette or a CD-ROM. (Id. at 85). MCI may take that same information and incorporate it into their own systems. (Tr. p. 302). There is no requirement in the agreement that BellSouth perform this function for MCI.

For these reasons, the allegations within this issue are without merit and should be rejected.

Issue 5: Has BellSouth provided MCImetro with access to Universal Service Order Codes (USOCs) in compliance with the Telecommunications Act of 1996 and the parties' Interconnection Agreement? If no, what action, if any, should the Commission take?

**Position: Yes. BellSouth has provided MCI access to USOCs in substantially the same time and manner as it does for itself. No action need be taken by the Commission.

MCI contends that BellSouth has breached the interconnection agreement by not providing a list of all BellSouth Universal Service Order Codes ("USOCs") that relate to the ordering and provisioning of services. (Tr. pp. 20 and 90-91). It is interesting to note, however,

that none of the provisions of the interconnection agreement relied upon by MCI to support its intention make any reference to USOCs. (Tr. pp. 91-92).

As of June 8, 1998, the USOC information became available in an additional format to allow ALECs to import the information into spreadsheets and databases. (Tr. p. 339). This was acknowledged by MCI. (Tr. p. 193). MCI, however, complains that this is not good enough, and claims that MCI requires the associated Field Identifiers ("FIDs"). (Tr. p. 193). BellSouth, however, has provided MCI with a description of each of the USOCs, including the FIDs, their descriptions, and the states in which the USOCs are valid. This information is available in the Local Exchange Order Supplementation Guide, the USOC manual and the SOER edits. (Tr. p. 340). BellSouth is currently developing the capability to make the FID information available to MCI in a database format. However, this capability does not currently exist and is not provided by BellSouth to itself today. (Tr. pp. 375-376).

MCI's allegations with regard to this issue are without merit and should be rejected.

Issue 6: Has BellSouth provided MCImetro with customer service record (CSR) information in compliance with the Telecommunications Act of 1996 and the parties' Interconnection Agreement? If no, what action, if any, should the Commission take?

**Position: Yes. BellSouth has provided MCI with electronic access to CSR information via LENS and EC-Lite. No action need be taken by the Commission.

MCI contends that BellSouth has violated the interconnection agreement by failing to provide complete customer service record ("CSR") information, as well as by failing to provide

MCI with the specifications necessary to integrate CSR information into MCI's ordering process. (Tr. pp. 21 and 202).

As to the first contention, MCI acknowledges that BellSouth is providing CSR information to it. MCI acknowledges that BellSouth provides MCI with the customer's telephone number, the customer's listed name and address, the directory listing and directory delivery information, the billing name and address, the service address, the product and service information, and the customer's selection of carriers for local toll and long distance. (Tr. pp. 249-250). The customer's credit history with BellSouth is also available to ALECs via the CSR. (Tr. p. 379). As of July 24, 1998, local service itemization is also available to ALECs via the CSR. (Tr. p. 379).

Pricing information is not made available to MCI via the CSR. (Tr. p. 309). This is because an ALEC's knowledge of BellSouth's retail rates is not necessary to order, provision, maintain or bill resold services or unbundled network elements ("UNEs") provided to an ALEC by BellSouth. (Tr. p. 309). Although MCI claimed it would use this information to design new services, it could give no examples. (Tr. p. 252). Moreover, even though MCI claimed it needed the information to audit resale discounts, Mr. Green acknowledged MCI does not intend to enter the resale business. (Tr. p. 251). Finally, MCI acknowledged that its true reason for desiring BellSouth pricing information was purely for use as a marketing tool. (Tr. p. 250).

Second, as to the alleged failure to provide MCI with necessary specifications, MCI focuses upon the Common Gateway Interface (CGI) specification. CGI is a specification for communicating data between an information server, such as the LENS server, and another independent application, such as the ALEC's OSS or the EDI ordering interface. A CGI script

is a program that negotiates the movement of data between the server and an outside application. With BellSouth's CGI specification, a CLEC can obtain and manipulate data from the LENS server, which allows the CLEC to integrate the data obtained through LENS with the CLEC's internal systems or with the EDI ordering interface. This process, however, does require the CLEC to take some responsibility to do some development work on its own systems. (Tr. p. 294).

BellSouth began working to update the initial CGI specification in September of 1997. On December 15, 1997, BellSouth gave MCI an updated CGI specification. Prior to this, BellSouth had provided MCI an earlier specification that MCI could have used to begin to build its interface. From all that appears in the record of this case, MCI ignored this initial specification. The December 15, 1997, CGI specification was not affected by the December 12, 1997 or January 6, 1998 releases of LENS. (Tr. pp. 294-295). Even Mr. Green reluctantly admitted in his testimony that MCI has the latest CGI specifications. (Tr. p. 233). Demonstrating yet again that MCI is unlikely to admit satisfaction with anything provided by BellSouth, Mr. Green stated that what BellSouth has provided is insufficient to enable MCI to parse the information into a usable format. (Tr. p. 202). However, Mr. Green chooses to ignore correspondence from BellSouth offering assistance with respect to parsing and any other technical specification questions. (Exhibit 7, WNS-17).

The allegations in this issue are without merit and should be rejected.

Issue 7: Has BellSouth provided MCImetro with service jeopardy notification in compliance with the Telecommunications Act of 1996 and the parties' Interconnection Agreement? If no, what action, if any, should the Commission take?

**Position: Yes. BellSouth has provided MCI with service jeopardy notification via LENS and facsimile, depending on the type of electronic interface used for ordering. No action need be taken by the Commission.

MCI alleges that BellSouth has breached the Interconnection Agreement by failing to provide parity with respect to BellSouth's service jeopardy notification. (Tr. p. 22). MCI contends that BellSouth sends automated notice of service jeopardies to BellSouth customer representatives but does not provide the same notice to MCI. (Tr. pp. 253-254). Specifically, MCI seeks notification of jeopardies via EDI. (Tr. p. 256). The Commission should deny the relief sought in this issue because EDI notification is not required under the Interconnection Agreement, and because BellSouth is providing notification of parity to MCI.

A jeopardy situation arises when it appears that a customer's order may not be completed on its due date. BellSouth has two types of jeopardy situations, "customer-caused" jeopardies, which occur when a customer misses a scheduled appointment, and "service" jeopardies, which are caused by BellSouth's inability to provide service on a specific date due to work force restrictions, the lack of facilities at a particular location, or other such resource constraints. (Tr. p. 312). BellSouth provides ALECs notice of service jeopardies via telephone, facsimile or the LENS interface. (Tr. p. 313).

MCI's concern about service jeopardies is, in large part, a red herring. First, service jeopardies are not relevant to the majority of BellSouth retail service orders, much less to ALEC service orders. (Tr. p. 312). Service jeopardies only arise in cases in which a service technician is involved in a premise visit. Thus, despite MCI's professed concern over this issue, it has little bearing on MCI's ability to enter the local resale market, even if MCI intended to enter the resale market.

Second, BellSouth is providing parity to MCI with respect to service jeopardy notification. MCI claims that because BellSouth receives its notifications electronically, MCI should as well. (Tr. pp. 178-179). MCI's argument, however, is based on a faulty premise, because BellSouth does not receive jeopardy notices electronically. There is no single method for service jeopardy notification within BellSouth, nor is any given notification necessarily electronic. Generally, the information on residential jeopardies is printed overnight on remote printers and the printed reports are used by customer representatives to call customers if necessary. (Tr. p. 313).

Third, transmission of service jeopardies via EDI is not required under the Interconnection Agreement, either explicitly or implicitly through BellSouth's parity obligations. MCI's complaint about BellSouth's failure to use EDI is premature because MCI has not implemented the EDI system. Without an EDI service order, a service jeopardy cannot be transmitted via EDI. (Tr. p. 314).

Fourth, while BellSouth does provide notification of "customer-caused" jeopardies via EDI, there are significant technical differences between transmitting notification of a "customer-caused" jeopardy and transmitting notification of a "service" jeopardy. In the former case, there

is only one reason for a missed appointment, namely that the customer missed the appointment. Because missed appointment jeopardies only involve one code, BellSouth was able to develop a transmittal system for notifications despite the lack of a national standard. Any modifications necessary to comply with a national standard, should one be implemented are likely to be manageable. (Tr. p. 314).

"Service" jeopardies, however are much more complex. The myriad of causes for a service jeopardy require numerous codes that would need to be programmed on both the BellSouth side and the ALEC side of the EDI interface. Moreover, the chances that the implementation of a national standard would require extensive and costly reprogramming on both sides of the interface are very high. (Tr. p. 343).

Finally, MCI's contention that it requires notification via EDI is markedly different that the position it took in August of 1997. At that time, BellSouth and MCI agreed upon a notification process which called for the LCSC to fax information about service jeopardies to MCI's BellSouth Account Team. The Account Team would in turn prepare the jeopardies in spread sheet form and e-mail them to MCI at 9:00 a.m. and 2:00 p.m. every day. (Tr. p. 317). MCI's request for this manual notification process undermines the credibility of MCI's current demand for electronic verification.

The Commission should deny MCI relief under this issue.

Issue No. 8: Has BellSouth provided MCImetro with firm order confirmations (FOCs) in compliance with the Telecommunications Act of 1996 and the parties' Interconnection Agreement? If no, what action, if any, should the Commission take?

**Position: Yes. BellSouth provided MCImetro with appropriate firm order confirmations. No action need be taken by this Commission.

MCI contends that BellSouth has breached the interconnection agreement by failing to provide firm Order Confirmations ("FOCs") in a timely manner. (Tr. pp. 22-23). BellSouth agrees that the FOC requirements in the interconnection agreement apply to services and elements ordered under the agreement. Specifically, Attachment VIII, Section 2.2.6 requires BellSouth to provide an FOC for each MCI order provided electronically. (Exhibit 16). Further, the agreement contains performance measurement targets for FOCs. (Tr. p. 413 and Exhibit 16). MCI, however, is complaining about FOCs for orders that are not covered by the interconnection agreement, and that were not placed via an electronic interface.

As testified to by BellSouth witness, Keith Milner, the orders in question are for off-net T-1 lines (also known as DS1s). (Tr. p. 455). These lines have traditionally been used by the long distance side of MCI to provide interstate access, not local service. (Tr. pp. 475-476). Mr. Milner testified that MCI had ordered these lines via the Interexchange Carrier Service Center ("ICSC"), not the Local Carrier Service Center ("LCSC"). This was confirmed by MCI's witness, Mr. Green. (Tr. p. 221). Mr. Green testified that MCI was sending these orders to the same center to which MCI long distance sends its access orders. (Tr. p. 222).

MCI confirmed that it orders the T-1 lines from the access tariff on file with the Federal Communication Commission ("FCC"). (Tr. p. 217). MCI admits that it paid the tariff rate for these lines. While the access tariff contains a requirement that BellSouth return an FOC on access orders, it contains no requirement for the time those FOCs are to be returned. (Tr. pp.

217-218). Moreover, BellSouth and MCI are in discussions as to when FOCs are to be returned for access services. (Tr. p. 219). Even more tellingly, until 30 days prior to the hearing (and for several months prior to the filing of the Complaint), MCI faxed these orders to the ICSC. (Tr. p. 221). Therefore, until 30 days prior to the hearing, MCI was not placing these orders electronically as required by the interconnection agreement. Electronic transmission is a prerequisite to receiving on FOC. In addition, as stated above, the lines ordered were not ordered pursuant to the interconnection agreement, but pursuant to an interstate access tariff, and the orders were not forwarded to the BellSouth center dedicated to handling orders for local lines, but to the BellSouth center dedicated to handling orders for long distance lines.

MCI could have ordered a comparable service through the LCSC on a resale basis. (Tr. p. 456). BellSouth's MegaLink Service, which is available as a resold service at the Commission approved discount rate, provides the same technical level of functionality as a off-net T1 lines. Moreover, orders for this service flow through the LCSC and are measured pursuant to the FOC requirements of the interconnection agreement. (Tr. p. 456). It is interesting to note, however, that MCI has no intention of providing resold services in Florida. (Tr. p. 222).

MCI has not shown that BellSouth breached the FOC requirements of the interconnection agreement. To the contrary, MCI has chosen to place orders from the access tariff. The FOC provisions of the Agreement do not cover these orders. The Commission should reject MCI's claim on this issue.

Issue No. 9: Has BellSouth provided MCImetro with network blockage measurement information in compliance with the Telecommunications Act of 1996 and the parties' Interconnection Agreement? If no, what action, if any, should the Commission take?

**Position: Yes. BellSouth has provided MCI with detailed trunk group blocking information regarding trunks used to carry traffic for MCI as well as for BellSouth retail customers. BellSouth has provided data adequate to allow MCI to monitor network blockage precisely as does BellSouth. No action need be taken by the Commission.

At this time, BellSouth is providing to MCI reports that contain information as to all of the types of blockage about which MCI wishes to be informed. The current dispute simply comes down to the fact that BellSouth reports blockage when it exceeds a certain threshold, while MCI wants records of all blockage on the subject (CITE) trunks. This demand by MCI, however, is not supported by the language of the contract.

The contract between the parties specifically states the design criteria for network blockage, i.e., the percentage of blockage that is deemed to be acceptable on trunks as designed. The agreement, however, is silent as to what information BellSouth must provide periodically regarding the amount of network blockage that occurs. Instead, the Agreement simply states the familiar requirement of parity. As Mr. Martinez testified, the Agreement states that "'interconnection will be provided in a competitively neutral fashion; and be at least equal in quality to the level provided by BellSouth to itself or its affiliates.' Agreement, Part A, Section 13.2". (Tr. p. 23). In other words, MCI should experience no more blockage than does BellSouth.

To meet this requirement, BellSouth provides MCI with exactly the same blockage data that it uses to design its own trunks. (Tr. p. 349). Mr. Stacy testified that once trunks are designed, they are essentially left undisturbed unless the amount of blockage that occurs warrants further review of the data and possible reconfiguration of the trunks. (Tr. pp. 382-383). To this end, BellSouth reports and monitors blockage that exceeds three percent on all trunk groups except CTTG trunks, to which a two percent standard applies.[4] (Tr. p. 322). If blockage on trunks does not exceed these amounts, then the trunks are considered to be performing to the design criteria. BellSouth uses the reported blockage data to make appropriate design changes to its network, but it does not look at any blockage below the indicated levels. (Tr. p. 385). The same information BellSouth uses is provided to MCI. (Id).

MCI, however, demands that BellSouth provide to it any recorded blockage data that exists. For example, if blockage occurs on a trunk at a level of one tenth of one percent, MCI wants to see this information (Tr. pp. 121-122). It is less clear, however, why MCI wants to see this information. In point of fact, when asked directly whether MCI would "order more trunks or otherwise redesign its network" in response to an indication of this level of blockage Mr. Martinez conceded that MCI would not do so. (Tr. p. 122). Thus, MCI appears to demand a report of blockage which, at least in some instances, would have no purpose. Moreover, MCI makes this demand even though the contract does not specify the level of blockage that should be reported, but only requires parity. BellSouth provides MCI with the same blockage date that it uses, and thereby satisfies the parity requirement. For this reason, MCI is entitled to no additional information, and its claim on this issue should be rejected.

[4] The measure of blockage indicates the amount of blockage that would occur "at the worst time" of the particular test period. (Tr. p. 382).

Issue No. 10: Has BellSouth provided MCImetro with local tandem interconnection information in compliance with the Telecommunications Act of 1996 and the parties' Interconnection Agreement? If no, what action, if any, should the Commission take? **Position: Yes. BellSouth has provided MCI with information regarding the availability of local tandem interconnection and how such interconnection would be ordered. No action need be taken by the Commission.

Perhaps the most mystifying claim by MCI is that BellSouth has failed to satisfy its contractual duties in regard to local tandem interconnection. MCI contends generally that BellSouth has the contractual duty to provide local tandem interconnection at parity (Tr. p. 25). BellSouth does not contest this. MCI interprets this requirement to mean that BellSouth should "be required to provide the information necessary for MCI to interconnect at BellSouth's local tandems; to route MCI's traffic on the same trunk groups as BellSouth's local traffic; and to identify and make available to MCI traffic all existing independent telephone company local and DAS traffic route served by BellSouth's local tandems." (Tr. p. 26).

In response to this, BellSouth's witness, Keith Milner, testified that BellSouth has complied completely with this request. Specifically, BellSouth responded in December of 1997 to MCI's request for "a list of Georgia offices which subtend local tandems." (Tr. p. 477). Mr. Milner further stated that "BellSouth is not aware of a similar request for the State of Florida, but, in an effort to be cooperative, the information is shown in Exhibit WKM-8 . . . ", which was attached to Mr. Milner's testimony. (Id.; Exhibit 19). During his deposition, Mr.

Martinez was shown a copy of the exhibit what purported to be local tandem codes, and asked whether this complied with MCI's request. Mr. Martinez contended that it did not, because he did not believe that the information was for the local tandems. (Ex. 3, p. 65). Mr. Martinez could not state any basis to support his belief. Instead, he simply maintained that in his subjective view, these codes were not the correct ones. At the same time, Mr. Martinez conceded that MCI is relying upon a similar provision of codes in Georgia. (Id., pp. 65, 73).

Thus, by the time of the hearing, MCI was apparently traveling on nothing more than Mr. Martinez' totally subjective, and completely unfounded, belief that the codes that BellSouth has presented to MCI and represented to be the local tandem codes are, in fact, something other than local tandem codes. This position becomes even more curious when one considers that the hearing of this matter took place on August 3, 1996, and on August 11, 1998, MCI filed the rebuttal testimony of Mr. Martinez in a similar complaint docket in North Carolina. In that testimony, there appears the question "Has BellSouth changed its position after MCI brought this action?". In North Carolina, Mr. Martinez answered the question as follows:

> Apparently. MCI now is attempting to interconnect at BellSouth's local tandems based on the information BellSouth has provided. No further Commission action is requested at this time.

(The official transcript in North Carolina has not been completed. This testimony appears on pages 7 and 8 of Mr. Martinez' pre-filed rebuttal testimony. A copy of these two pages is attached hereto as Appendix A).

BellSouth has provided MCI with the same information regarding local tandems in three states: Georgia, Florida, and North Carolina. In Georgia and North Carolina, MCI appears to accept the information as correct. Apparently, MCI continues to take the position in

Florida that something is missing, and it continues to maintain its claim on this issue. What additional information MCI seeks, or alternatively, why it continues to maintain its claim in Florida remains a mystery.

Issue No. 11: Has BellSouth provided MCImetro with recorded usage data in compliance with the Telecommunications Act of 1996 and the parties' Interconnection Agreement? If no, what action, if any, should the Commission take?

**Position: Yes. BellSouth provides MCI with access usage records via the Access Daily Usage File. MCI is not entitled to any additional usage data under the terms of the Agreement. No action need be taken by the Commission.

Issue No. 11 turns upon an interpretation of Attachment VIII, Section 4 of the Agreement, which relates to the provision of subscriber usage data. The pertinent provisions state generally that BellSouth shall provide Recorded Usage Data to MCI. More specifically, Section 4.1.1.3 includes the following:

> 4.1.1.3. BellSouth shall provide MCIm with copies of detail usage on [MCIm] MCIm accounts. However, following execution of this Agreement, MCI, may submit and BellSouth will accept a PON for a time and cost estimate for development by BellSouth of the capability to provide copies of other detail usage records for completed calls originating from lines purchased by MCIm for resale. Recorded Usage Data includes, but is not limited to, the following categories of information:
>
> Completed Calls
> Use of CLASS/LASS/Custom Features (under circumstances where BellSouth records activations for its own end user billing).
> Calls To Information Providers Reached Via BellSouth Facilities And Contracted By BellSouth
> Calls To Directory Assistance Where BellSouth Provides Such Service To An MCIm Subscriber

> Calls Completed Via BellSouth-Provided Operator Services Where BellSouth Provides Such Service to MCIm's Local Service Subscriber and usage is billable to an MCIm account. For BellSouth-Provided MULTISERV Service, Station Level Detail Records Shall Include Complete Call Detail And Complete Timing Information where Technically Feasible.

Thus, the list of calls for which BellSouth will provide information includes the general category of "completed calls" as well as a number of other specific types of calls that would also appear to fall within the definition of completed calls.

The particular information that MCI seeks is for flat rate usage. This is information that BellSouth does not track on calls for which BellSouth does not charge. (Tr. pp. 417, 441). However, some switches through which the traffic would travel are capable of recording the data in a manner that would allow the information to be processed, at a certain cost, and provided to MCI. (Tr. pp. 441-442). BellSouth contends that this is precisely the type of "other detail usage records" that BellSouth has agreed to pay to MCI, assuming that it is willing to pay the cost of doing so (as that cost is determined by the process described in 4.1.1.3). MCI contends that this data must be provided to it under the terms of the contract at no charge. MCI's support for this contention is the fact that the above-quoted list contains a reference to "completed calls". Specifically, Mr. Martinez contended on behalf of MCI that because the term "completed calls" is not limited in any manner, it must include all calls. (Tr. pp. 126-127).

Logically, Mr. Martinez' contention would appear to be undercut by two facts: One, the list follows the general category of "completed calls" with a number of specific types of "completed calls" that are covered. In other words, the Agreement appears to specify particular completed calls that are included. Flat rate usage calls are not specifically identified.

Two, § 4.1.1.3 refers to the development of a cost estimate for some types of completed calls. Clearly, the fact that a particular type of call falls into the general category of "completed calls" does not mean that usage data for these calls will be provided free of charge.

In this particular instance, interpreting the contract properly depends as much upon what the contract does not say as what it does say. During the cross examination of Mr. Martinez, BellSouth provided to him a copy of a previous draft of the Agreement. Upon reviewing this draft, Mr. Martinez conceded that it preceded the final agreement and that it included language that MCI wished to have in the agreement (Tr. p. 130). Mr. Martinez also conceded that the original agreement proposed by MCI, specifically identified as information that BellSouth would provide to MCI the "recording of completed calls which ILEC does not record for its own service offerings, e.g., flat rate free calling area of service." (Tr. p. 130; Exhibit No. 5).

MCI proposed to BellSouth language that would have specifically included in the list of data to be provided at no charge the flat rate usage data that is at issue. In the final agreement to which both parties consented, however, this specific listing of the usage data does not appear. Nevertheless, MCI implausibly contends that, despite the removal of this specific language, it is still entitled to flat rate usage data. This rather amazing contention must surely fail. If the parties had agreed to include flat rate usage data in the information that BellSouth would provide at no charge, then they would simply have left the specific identification of this information in the Agreement--as MCI proposed. The fact that it was deleted from the final Agreement proves the obvious fact that this data was not to be included. Instead, this data falls

into the category described in 4.1.1.3 of information that MCI must pay for, after a cost estimate is developed, if it wants the information to be extracted.

Issue No. 12: Has BellSouth provided MCImetro with access to directory listing information in compliance with the Telecommunications Act of 1996 and the parties' Interconnection Agreement? If no, what action, if any, should the Commission take?

**Position: Yes. BellSouth has provided MCI with access to directory assistance listings via the Directory Assistance Database Service and Direct Access to Directory Assistance Services. No action need be taken by the Commission.

In Count 12 of its Complaint, MCI demands that BellSouth provide it with directory listing information, including information for independent telephone companies with which BellSouth has interconnection contracts. As stated in the testimony of Mr. Milner, BellSouth would be glad to do so, except that its contracts with many companies prohibit BellSouth from providing this information without the consent of the particular company, and there are currently four companies in Florida that have refused to consent: Alltel of Florida, AT&T, Golden Harbor of Florida, and Sprint. (Tr. pp. 478-79). Thus, BellSouth is contractually bound not to provide this information. At the same time, MCI contends that BellSouth should be compelled to provide this information in order to satisfy the parity requirements of the Act. MCI also seems to take the legal view that the parity requirements of

the Act entitle BellSouth to simply ignore its contractual obligations in the interconnection agreements of the parties listed above and provide the requested information to MCI.

BellSouth simply requests that the Commission not place it in the position of being required to violate interconnection agreements with some companies in order to satisfy the demands of another (i.e., MCI). This issue should be resolved in one of two ways. One, MCI could obtain the information in the same way that BellSouth obtained it, by going directly to the companies having the information. (Tr. p. 479). Apparently MCI has attempted to do so, but, to date, has had no more success in convincing these companies to release the information directly to them than BellSouth has had in convincing these companies to make their information available. (Ex. 3, p. 80). Nevertheless, it would certainly make sense for this Commission to encourage MCI to attempt to negotiate directly with the parties in the hopes of alleviating this problem without requiring BellSouth to breach its contracts.

Second, Mr. Milner suggested the alternative of this Commission opening a generic docket "to determine whether all local exchange companies should make their listings available to each other regardless of previous contractual obligations." (Tr. p. 469). This would allow the Commission to make a legal ruling as to the obligations of the companies to one another, and to resolve this issue dispositively in a forum in which, unlike the present proceeding, all interested parties have the opportunity to state their respective cases.

Again, BellSouth supports the alternatives of either requiring MCI to obtain this information on its own, or of holding a generic docket in which MCI can argue that the independent telephone companies that decline to release this information should be required to

do so. BellSouth simply requests that it not be placed in the middle by being required to breach its current contracts with some interconnecting parties in order to meet the demands of MCI.

Issue No. 13: Has BellSouth provided MCImetro with soft dial tone service in compliance with the Telecommunications Act of 1996 and the parties' Interconnection Agreement? If no, what action, if any, should the Commission take?

**Position: Yes. BellSouth has provided MCI with soft dial tone on a competitively neutral basis. No action need be taken by the Commission.

In Count 13 of its Complaint, MCI contends that BellSouth is not providing "soft dial tone" in a competitively neutral manner. "Soft dial tone is the term MCImetro uses to describe BellSouth's QUICK service capability". (Tr. p. 470). As BellSouth witness, Keith Milner explained, this service "provides the capability, where facilities exist, to activate a customer's service in a reduced interval (typically one day) because the physical facilities providing the basic exchange service are already connected between the central office and the customer's premises". (Id.). In other words, the "line" is "connected" even though service is not provided. In this instance, anyone who accesses the line will hear a recording advising them "that they can only place a 911 emergency call from the line and that they must use another line to order service, either from BellSouth or another service provider". (Id).

MCI contends that BellSouth has failed in its obligation to provide soft dial tone on a competitively neutral basis because BellSouth mentions itself in the announcement. MCI

demands that BellSouth should replace the current recorded message with one that does not mention BellSouth by name. (Tr. p. 31).

The BellSouth message is competitively neutral. First, the Federal Communications Commission ruled in the related context of inbound telemarketing calls, "that a Bell Operating Company (BOC) could recommend its own long distance affiliate so long as it also states that other carriers also provide long distance services". (Milner; Tr. p. 472, citing to FCC Order 97-418, Section VII)[5]. If this practice is acceptable in the context of telemarketing, then certainly it must be acceptable in the context of a recording placed on a line that, other than access to 911, is not in service.

Second, MCI's position ignores totally the equities of this situation. When BellSouth provides QUICK service, it is creating the ability to turn up service more quickly, and is doing so at its own cost. At this point, BellSouth is the only carrier bearing the cost of maintaining this line (Tr. p. 480). At the same time, Mr. Martinez conceded that MCI does nothing to help defray the cost of a loop upon which BellSouth offers QUICK service. (Ex. 3, p. 81). Mr. Martinez also conceded that if MCI wished to do so, it could have a comparable service by purchasing loops from BellSouth for this purpose. (Ex. 3, p. 81). Mr. Martinez also conceded that, in this instance, MCI would be free to put any recorded message on its own loops that it wished. (Id.). Thus, MCI's position appears to be that if it wishes to sustain the cost of a loop that is ready to provide service, then it may do so and it may place any message it wishes.

---

[5] The specific BellSouth script that the FCC approved for use on inbound calls is as follows:

> You have many companies to choose from to provide your long distance service. I can read from a list the companies available for selection, however, I'd like to recommend BellSouth Long Distance.

(FCC 97-418, Par. 233).

If BellSouth, however, is in exactly the same situation (and bears the same cost burden) it should, in MCI's view, be prohibited from identifying itself in any message. MCI presents no justification for this desparity in the treatment they believe is appropriate; in fact, none exists.

The current BellSouth message is the most appropriate. Although the local market has been opened to competition, the fact remains that BellSouth continues to be the carrier of last resort in its franchised territory (Tr. p. 485). Thus, in a given area, BellSouth may be the only carrier with facilities in place to provide service. The recorded message that MCI demands would not identify any carrier, and would give the customer no clue as to the carriers from which services can be purchased in that area. The better approach is to do as BellSouth currently does: inform customers that BellSouth, the carrier of last resort, is available to provide service, and that there may be other providers available to do so as well.

accurate information about the local tandem network during the fourth quarter of 1997 when MCImetro was attempting to place an order for trunk groups to interconnect with local tandems in Atlanta. For example, BellSouth failed to update the Local Exchange Routing Guide (LERG) with local tandem information, so it was necessary to obtain updated information directly from BellSouth, including lists of switches that subtended each of the local tandems. When we reviewed these lists, we discovered that they excluded switches for independent telephone companies and then learned that BellSouth did not intend to permit MCImetro to interconnect with such companies at the local tandems, making interconnection much more expensive. MCImetro then sent its December 24, 1997 letter (attached to the Direct Testimony of Mark Turner as Exhibit MT-11) requesting, among other things, that BellSouth confirm that all existing independent telephone company local and EAS traffic routes served by the local tandem would be identified and made available to MCImetro traffic. In its February 11, 1998 letter (attached to the Direct Testimony of Mark Turner as Exhibit MT-12), BellSouth refused to provide this confirmation.

Q. HAS BELLSOUTH CHANGED ITS POSITION AFTER MCIMETRO BROUGHT THIS ACTION?

A. Apparently. MCImetro now is attempting to interconnect at BellSouth's local tandems based on the information BellSouth has provided. No further

Commission action is requested at this time.

COUNT TEN: FAILURE TO PROVIDE ACCESS TO DIRECTORY LISTING INFORMATION

Q. AT PAGE 12 OF HIS TESTIMONY, MR. MILNER CONTENDS THAT BELLSOUTH'S CONTRACTS WITH OTHER TELEPHONE COMPANIES PRECLUDE IT FROM MAKING THEIR LISINGS AVAILABLE TO MCIMETRO. DO YOU AGREE?

A. No. As I discussed in my direct testimony, the Act requires all local exchange carriers to provide nondiscriminatory access to directory listing. 47 U.S.C. § 251(b)(3). Obviously, this duty supersedes any contractual restriction in BellSouth's agreements with other telephone companies.

Q. HAS THE FCC DISCUSSED THE ISSUE OF ACCESS TO DIRECTORY LISTING INFORMATION?

A. Yes. In an order issued in February of this year, the FCC put in perspective BellSouth's control of the directory assistance database. It stated:

> We agree with MCI that BellSouth obtained directory listings from other LECs for use in its directory assistance services solely because of its dominant position in the provision of local exchange services throughout its region. That position enables BellSouth to include listings of customers of other incumbent LECs and competitive LECs as well as its own customers within the databases it uses to provide reverse directory services. Because BellSouth has the vast majority of access lines within its region, it is to the advantage of

CONCLUSION

In order to prevail, MCI must establish that BellSouth has breached the interconnection agreement in one or more of the thirteen ways alleged. MCI has failed totally to do so. Accordingly, this Commission should enter an Order rejecting MCI's claim and denying their requested relief.

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